

REQUEST FOR PROPOSALS

Generator Maintenance Services for Town and School Facilities

Section 1: General Information

1.01 Purpose of RFP: To obtain bids for generator maintenance services for Town of Kittery municipal and school department facilities.

1.02 Definitions:

Contract- The agreement to be entered into for services between the Town of Kittery and the vendor who submits the proposal accepted by the Town.

Contract Administrator- The Town of Kittery duly authorized representative.

Generator maintenance- The work and provisions described by the Maintenance Service Contract and all addenda thereto.

RFP- Request for Proposals

Vendor- The person or firm submitting the proposal and/or the person or firm awarded the contract.

1.03 Contract Administrator: The contract awarded as a result of the Request for Proposals shall be under the control and supervision of the Town of Kittery Town Manager or his/her designee.

1.04 RFP Coordinator/Communications: Upon release of this RFP, all vendor communications concerning this information request shall be directed in writing to the RFP Coordinator listed below. Unauthorized contact regarding the RFP with other Town of Kittery employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the Town of Kittery.

Name:	David W. O'Brien
Mailing Address:	Town of Kittery Fire Department 3 Gorges Road Kittery, Maine 03904
Phone:	(207) 252 4334
E-Mail:	firechief@kitteryme.org

1.05 Facility Site Tour: Vendors are strongly encouraged to visit facility sites prior to submitting their bid. The Town of Kittery will host a site tour on 02 May 2016. The tour will start at Town Hall, 200 Rogers Road at 9:00 am. Although participation in

the site tour is at the discretion of the vendor, participation is strongly encouraged. If the Town receives proposals that are approximately equal in value, proposals received from vendors who attended the tour may be given preference.

1.06 Preliminary Schedule: These dates are estimated and may be subject to change by the Town

EVENT	DATE
Release RFP to Vendors	18 April 2016
Facility Site Tour	02 May 2016
Final Day for Vendor Questions	06 May 2016
Proposal Responses Due	20 May 2016
Proposal Evaluation Complete	03 June 2016
Contract Start Date	01 July 2016

1.07 Response Format: Proposals should be prepared simply, providing straight forward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and promotional materials must be submitted separately. Emphasis in the proposals should be on the completeness, clarity of content and adherence to the presentation structure required by this RFP.

1.08 Completeness of Proposal: The vendor must attach the Proposal Form (Form 1) signed by a vendor representative authorized to bind the proposing firm contractually. This statement must identify and exceptions that the vendor takes to the Town's RFP, or declare that there are no exceptions taken to the RFP. A total bid amount must be included in the designated area at the bottom of the form.

The vendor must attach the required proposal documents as indicated on the **Bidders Check List**. Additional information may be provided at the discretion of the vendor.

1.09 Proposal Response Date and Location: Proposals must be submitted to the Town of Kittery, 200 Rogers Road no later than 20 May 2016 at 2:00 pm. All proposals must be sealed and clearly marked on the outside "Proposal for Generator Maintenance Services". All proposals and accompanying documentation will become the property of the Town of Kittery and will not be returned.

RFP Delivery Address: Town of Kittery
200 Rogers Road
Kittery, Maine 03904

1.10 Required Number of Proposals: One copy with one original must be received by the date listed in section 1.09.

1.11 Vendor's Cost to Develop Proposals: Costs for developing the proposal in response to this RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the Town of Kittery.

1.12 References: Proposals shall include a list at least three qualified references. The references must include the reference company name, contact name and title, phone number and scope of services provided.

1.13 Evaluation Procedures:

Proposals will be evaluated by the Town of Kittery Generator Maintenance Service Selection Committee. The committee will consider the vendor's proposal and how well the proposal meets the need of the Town. A contract will be awarded based upon the following criteria: price quote, equipment inventory, the vendor's demonstrated ability to meet the specifications outlined in the RFP and their ability to provide Generator Maintenance Service for the number of units in use. The Town may or may not require a formal presentation or interview. The Town may choose to contact officials from the list of references provided by the vendor. The Town may also request additional information or clarification from a specific vendor to assist in the evaluation process.

1.14 Final Selection: The Selection Committee will formulate their recommendation for Award of the Contract. The recommendation will be forwarded to the Town Manager for formal acceptance.

Section 2: Terms and Conditions

2.01 Questions Regarding the RFP: Oral interpretations of the RFP specifications are not binding on the Town. Requests for interpretation/clarification of the RFP specification must be made in writing and submitted to the RFP Coordinator no later than 06 May 2016 at 3:00 pm.

2.02 RFP Amendments: The Town reserves the right to request that any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

The Town reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Town also reserves the right to cancel or re-issue the RFP. All such addenda will become part of the RFP

2.03 Withdrawal of Proposal: Proposals may be withdrawn at any time prior to the submission time specified in Section 1.09. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Proposals: The Town reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Town.

2.05 Proposal Validity Period: Submission of a proposal will signify the vendor's agreement that its proposal and the contents thereof are valid for ninety (90) days following the submission deadline. The proposal will become part of the contract that is negotiated between the Town and the successful bidder.

2.06 Proposal Signatures: An authorized representative must sign the proposal, with the vendor's address and telephone information provided. Unsigned proposals will not be considered.

2.07 Insurance Requirements: The successful vendor shall include proof of the following minimum levels of insurance:

Commercial General Liability on an occurrence (as opposed to claims-made) basis with general aggregate limit applicable per project (ISO CG2503 or equivalent)

Each occurrence limit	\$1,000,000
General aggregate limit	\$2,000,000
Products/Comp. op. aggregate limit	\$2,000,000

An additional insured provision is to apply for the TOWN, its officers, officials, agents, and employees on a primary, non-contributory basis.

Auto Liability for owned, hired and non-owned autos with a single limit for each accident of \$1,000,000.

Workers' Compensation insurance to comply with the requirements of Maine Statutes, plus employers' liability for:

Each accident	\$500,000
Each employee (disease)	\$500,000
Policy limit (disease)	\$500,000

Professional Liability \$1,000,000

Certificates of Insurance will be provided and approved by the Town at the time of contract award.

2.08 Indemnification: The Contractor shall indemnify and save harmless the Town, it's officers, officials, agents and servants against and from all damages, costs and expenses which they may or any of them may suffer by, from, or out of any and all, claims for payment for materials or labor used or employed in the execution of this contract, and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said Contractor, or of or from any negligence in said work, or of or from any act of omission of said Contractor, and said Contractor shall also indemnify and save harmless said Town from all claims under the Workmen's Compensation Act arising under or out of this contract.

2.09 State Sales Tax: In accordance with the provisions of 36 M.R.S.S. subsection 1760 the Town of Kittery is exempt from the payment of State sales and use tax and such tax or taxes must not be included in the Proposal prices.

2.10 Rejection of Proposal(s): The Town reserves the right to reject any and all proposals. Wholly or in part; to waive technical defects, and to make awards in in the manner deemed to be in the best interests of the Town.

2.11 Governing Law: The finalized contract is governed and enforced by the laws of The State of Maine.

Section 3: Requested Services

3.01 Duration of Contract: The service period shall be for a 12-month period beginning July 01, 2016 and ending on June 30, 2017. The contract may be renewed at the Town's option for up to two (2) additional one year terms. Compensation may be adjusted based on any increase in the in the June to June Boston Area Consumer Price Index.

3.02 Scope of Services: Required Generator Maintenance Services for the Town of Kittery is outlined on Attachment "A".

3.03 Responsibilities:

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform Generator Maintenance and services as specifically outlined in this section.
2. The vendor shall ensure that employees comply with all State of Maine Industrial regulations and practices.
3. The vendor's employees shall conduct themselves in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.

4. The Contract Administrator or designated representative shall inspect work performed by the vendor of a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be oral or written. The town may require the vendor to rectify the deficiency within 24 hours and/or collect damages as specified in the Contract.
5. Smoking shall not be allowed in any Town building or on Town property.
6. The vendor shall report any damage or potential hazard involving Town property immediately to the appropriate facility Department Head or his/her designated representative.
7. The vendor must show proof of service technician training and licensing and number of years performing the function of a generator maintenance service technician.
8. The vendor must show evidence of experience servicing the types of Generator equipment utilized by the Town.
9. After each inspection, the contractor/service technician shall provide to the appropriate facility Department Head or his/her designated representative a detailed report of the work done clearly identifying the condition of the Generator equipment. This report shall include a list of necessary repairs and an approximate cost to complete the repairs. Approval from the appropriate facility Department Head or his/her designated representative shall be necessary before any repairs can take place.
10. The vendor shall keep record of all maintenance and repairs performed to Town owned equipment. These records shall be accessible to Town personnel Upon request.
11. The vendor shall select his/her own sites for disposal of trash, debris, and Unsuitable materials collected under the conditions of the contract. In no case Shall trash, debris, or unsuitable materials be disposed upon Town property.
12. The vendor is sole responsible for any and all damages, fines or penalties Improper disposal of waste material. It shall be the responsibility of the vendor To pay all fees and costs incurred in the disposal of waste material.
13. The vendor shall provide a 24 hour, 7 day per week on-call service phone Number to handle Town service needs and emergencies after-hours. Emergency Calls will require a service technician to be on-site within four (4) hours after the Initial request has been made.

FORM #1**Proposal Form**

To: Town of Kittery

From: _____

1. Response:

The undersigned hereby certifies that he/she has read the requirements and specification for providing Generator Maintenance Services in accordance with the Town of Kittery's Request for Proposal; thoroughly understands the same; and proposes to meet or exceed the specifications.

2. Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the Town of Kittery's Request for Proposal.

____ No Exceptions

3. Bid Amount:

Generator	Major PM	Minor PM
18 Dennett Road, Sewer Plant, diesel Generator: Caterpillar model 500, 500KW, 480V Engine: Caterpillar model C15,		
Oak Terrace, Sewer Pump Station #6, diesel Generator: Caterpillar model SR-4, 125KW, 480 V Engine: Caterpillar model 3208		
Dennett Road, Sewer Pump Station #7, propane Generator: Kohler model 80REZG, 80KW, 480V Engine: GM 8.1L		
Moore Street, Sewer Pump Station #8, diesel Generator: Olympian model D100P1, 100KW, 480V Engine: Perkins model YB50496		

Town Hall, Sewer Pump Station #9, diesel Generator: Caterpillar model SR-4, 250KW, 480V Engine: Caterpillar model 3406BDI		
Route 1, Pump Station #21, diesel Generator: Cat model D40-6, 40KW, 480V Engine: Cat E3L00861		
Route 236, Pump Station #22, diesel Generator: Kohler model 60REOZK, 60KW, 480V Engine: Kohler model 3404TM		
Manson Road, Pump Station #23, diesel Generator: Kohler model 15REOZK, 15KW, 120/240V Engine: Kohler model KDI1903M		
Martin Road, Pump Station #24, diesel Generator: Kohler model 15REOZK, 15KW, 120/240V Engine: Kohler model KDI1903M		
Sewer Plant ,Trailer Mounted Unit, diesel Generator: Magnum model MMG100, 80KW, 480V Engine: John Deere model 4045HF285 s/n PE4045HF285		
Sewer Plant, Portable #1, diesel Generator: ONAN model 50DCGA, 50KW, 480V Engine: Cummins model 4BT-3.9		
Sewer Plant, Portable #2, diesel Generator: ONAN model 50DCGA, 50KW, 480V Engine: Cummins model 4BT-3.9-G1		
Gorges Road Fire Station, diesel Generator: Caterpillar model D125-6, 125 KW, 120/08V Engine: Caterpillar model CG-6, s/n E6M00190		
Lewis Square Fire Station, diesel Generator: Caterpillar model D60-4S, 60 KW, 120/208V Engine: Caterpillar model C4.4		
Mitchell School, propane Generator: Olympian model G80LG2, 80KW, 120/208V Engine: Caterpillar model G80LG2		
Shapleigh School, propane Generator: ONAN model DGFB, 175KW, 120/208V Engine: Cummins 6CTA8.3-G2		
Traip Academy (proposed install summer of 2016) Generator: proposed 200KW, 120/208V		
Public Works, propane Generator: Kohler model 60REZG, 60KW, 120/240V Engine: Kohler model GM5.7L		

Kittery Police Department, propane Generator: Generac model 97A06668S, 65KW, 120/240V Engine: Generac model GM5.7L		
Total Price		

ADDITIONAL WORK RATE SCHEDULE:

In the event the Town of Kittery desires additional services other than the Major and Minor PM, the contractor agrees to perform such services according to the following Schedule or for an amount negotiated by the parties, whichever is less.

<u>WORKER/TASK</u>	<u>RATE</u>
Owner	\$_____/hr
Supervisor	\$_____/hr
Technician	\$_____/hr
Laborer	\$_____/hr
Emergency Call Out	\$_____/hr

Signed:_____

Date:_____

Title:_____